Exhibit A Broiler Production Contracts

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 2 of 29 PageID #: 590

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 3 of 29 PageID #: 591

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 4 of 29 PageID #: 592

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 6 of 29 PageID #: 594

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 7 of 29 PageID #: 595

DEXTER

THIS CONTR	CACT is entered into by and between TYSON CHICK	LEN, INC., (referred to hereinafter as "Company"),
and	Gary Kesler (#6082 - 8 House Farm)	, (referred to hereinafter as "Producer"), whose
	(Producer or Legal Entity Name)	
farm address i	is 1199 County Hwy 445, Oran, MO 63	771

COMPANY DESIRES THE LAWFUL, EFFICIENT PRODUCTION OF MARKETABLE, TARGET-WEIGHT, AND PROCESSIBLE BROILER CHICKENS ("BROILERS"); AND, PRODUCER DESIRES TO PRODUCE BROILERS PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT. THEREFORE, IN CONSIDERATION OF THEIR MUTUAL RIGHTS AND OBLIGATIONS DESCRIBED BELOW, COMPANY AND PRODUCER AGREE AS FOLLOWS:

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 8 of 29 PageID #: 596

8. Independent Contractor.

Producer is engaged in and is exercising independent employment. Producer is an independent contractor and may join any organization or association of Producer's choice. Producer is not a partner, agent, or employee of, or joint venturer with, Company.

9. Termination.

- A. In addition to the right to cancel this Contract set forth in Paragraph 1, Producer has the right to terminate this Contract at any time with no less than ninety (90) days written notice. Company has the right to terminate this Contract upon default by Producer. The following constitute events of default by Producer:
 - i. Use of abusive or threatening language with or threat of physical harm to Company's representatives.
 - ii. Endangering the health or welfare of Company's chickens, or altering or supplementing Company's feed, medication, or administration schedule(s).
 - iii. Selling, collateralizing, or in any manner encumbering or preventing access of Company's chickens, feed, or medication.
 - Failure to comply with any provision of this Contract, including but not limited to compliance with all iv. applicable environmental and litter management laws, rules, regulations, and ordinances, and all requirements and programs contained in the attached Schedules.
- B. Company will give notice of default to Producer. If Company exercises its right to terminate this Contract, Company will provide a written termination notice that will become effective 90 days from the date thereof. Upon default, Company may take immediate possession of Company's chickens, feed, and medication without further notice, delay, or legal process. Company shall have the right to utilize Producer's house(s) containing Company's chickens to complete the production of Broilers at the expense of Producer. Company shall not be obligated to deliver chickens to Producer subsequent to providing notice of default. No waiver by Company of any default will operate as a waiver of any other default, and Company's rights and remedies are cumulative

	and not exclusive of any other right provid-	ed by law or equity.			
10.	Duration. The terms and conditions of this Contract will Company, shall conclude on chickens on the scheduled conclusion, the durated facility are picked up by Company.	begin on and, unless terminated by Producer or _ ("the scheduled conclusion"). If Producer is housing Company's tion of this Contract shall further extend until Broilers at Producer's			
11.	 Assignment. Producer may assign this Contract only with the written consent of Company. Upon providing notice in writing to Producer, Company may assign this Contract. 				
12.	regarding the production of Broilers. This Cont Company. <u>Producer understands and agrees</u> to make any oral modification of this Contra	s, contains the entire agreement between Producer and Company tract supersedes all prior agreements between Producer and that no agent, servant, or employee of Company has authority act. Modification of this Contract may only be accomplished by the er and an authorized representative of Company.			
Ž		TYSON CHICKEN, INC. Company Signature Complex Manager Title			
	County Hwy 442, Oran, MO 63771 ing Address	PO Box 547 Dexter, MO 63841 Address			
Telep	phone(s)	Telephone			

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 9 of 29 PageID #: 597

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 10 of 29 PageID #: 598

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 11 of 29 PageID #: 599

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 12 of 29 PageID #: 600

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 13 of 29 PageID #: 601

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 14 of 29 PageID #: 602

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 15 of 29 PageID #: 603

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 16 of 29 PageID #: 604

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 17 of 29 PageID #: 605

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 18 of 29 PageID #: 606

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 19 of 29 PageID #: 607

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 20 of 29 PageID #: 608

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 21 of 29 PageID #: 609

ROILER PRODUCTION CONTRACT
DEXTER

THIS CONTRA	ACT is entered into by and between TYSON CHICK	EN, INC., (referred to hereinafter as "Company"),
and	Gary Kesler (#6083 - 6 House Farm)	, (referred to hereinafter as "Producer"), whose
(Producer or Legal Entity Name)	
farm address is	1740 County Hwy 445, Oran, MO 637	771

COMPANY DESIRES THE LAWFUL, EFFICIENT PRODUCTION OF MARKETABLE, TARGET-WEIGHT, AND PROCESSIBLE BROILER CHICKENS ("BROILERS"); AND, PRODUCER DESIRES TO PRODUCE BROILERS PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT. THEREFORE, IN CONSIDERATION OF THEIR MUTUAL RIGHTS AND OBLIGATIONS DESCRIBED BELOW, COMPANY AND PRODUCER AGREE AS FOLLOWS:

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 22 of 29 PageID #: 610

8. Independent Contractor.

Producer is engaged in and is exercising independent employment. Producer is an independent contractor and may join any organization or association of Producer's choice. Producer is not a partner, agent, or employee of, or joint venturer with, Company.

9. Termination.

- A. In addition to the right to cancel this Contract set forth in Paragraph 1, Producer has the right to terminate this Contract at any time with no less than ninety (90) days written notice. Company has the right to terminate this Contract upon default by Producer. The following constitute events of default by Producer:
 - i. Use of abusive or threatening language with or threat of physical harm to Company's representatives.
 - ii. Endangering the health or welfare of Company's chickens, or altering or supplementing Company's feed, medication, or administration schedule(s).
 - iii. Selling, collateralizing, or in any manner encumbering or preventing access of Company to Company's chickens, feed, or medication.
 - **iv.** Failure to comply with any provision of this Contract, including but not limited to compliance with all applicable environmental and litter management laws, rules, regulations, and ordinances, and all requirements and programs contained in the attached Schedules.
- **B.** Company will give notice of default to Producer. If Company exercises its right to terminate this Contract, Company will provide a written termination notice that will become effective 90 days from the date thereof. Upon default, Company may take immediate possession of Company's chickens, feed, and medication without further notice, delay, or legal process. Company shall have the right to utilize Producer's house(s) containing Company's chickens to complete the production of Broilers at the expense of Producer. Company shall not be obligated to deliver chickens to Producer subsequent to providing notice of default. No waiver by Company of any default will operate as a waiver of any other default, and Company's rights and remedies are cumulative and not exclusive of any other right provided by law or equity.

	and not exclusive of any other right provided by law or equity.				
10.	Duration. The terms and conditions of this Contract will begin on and, unless terminated by Producer or Company, shall conclude on ("the scheduled conclusion"). If Producer is housing Company's chickens on the scheduled conclusion, the duration of this Contract shall further extend until Broilers at Producer's facility are picked up by Company.				
11.	 Assignment. Producer may assign this Contract only with the written consent of Company. Upon providing notice in writing to Producer, Company may assign this Contract. 				
12.	2. Entire Agreement. This Contract, including the attached Schedules, contains the entire agreement between Producer and Company regarding the production of Broilers. This Contract supersedes all prior agreements between Producer and Company. Producer understands and agrees that no agent, servant, or employee of Company has authority to make any oral modification of this Contract. Modification of this Contract may only be accomplished by written instrument fully executed by Producer and an authorized representative of Company. EXECUTED ON				
9	TYSON CHICKEN, INC. Company Signature Complex Manager Title				
	O County Hwy 445, Oran, MO 63771 ng Address PO Box 547 Dexter, MO 63841 Address				
Telep	hone(s) Telephone				

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 23 of 29 PageID #: 611

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 24 of 29 PageID #: 612

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 25 of 29 PageID #: 613

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 26 of 29 PageID #: 614

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 27 of 29 PageID #: 615

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 28 of 29 PageID #: 616

Case: 1:23-cv-00164-ACL Doc. #: 38 Filed: 10/17/23 Page: 29 of 29 PageID #: 617